

Photo contest 2018

Terms and Conditions

Overview

- Send us a photo about a natural and/or cultural heritage in the Slovak-Hungarian border area to media@skhu.eu.
- The competition is open to all people over 18 years old.
- The competition is open to amateur and professional photographers.
- Competition closing date: 20 August 2018 at 23.59 (CET).
- No more than one photo per participant may be entered.
- The first two winners will be selected by a jury composed of Slovak and Hungarian photographers and representatives of the Managing and National Authority of the Programme. The third prize will be awarded to the winner of a public Facebook vote.
- The results will be announced in September 2018.
- The three winners will receive trophies and a package of branded promotional materials.
- The best 12 photos will be published on a public exhibition in Hungary and Slovakia, and in the 2019 Calendar.

Introduction

A photo contest, organized within the framework of **Interreg V-A Slovakia-Hungary Cooperation Programme** (hereinafter referred to as the “Programme”), is the subject to the following Terms and Conditions.

The **Interreg V-A Slovakia-Hungary Cooperation Programme** is implemented within the 2014-2020 European Union financial framework, financed by the European Regional Development Fund (ERDF). On the basis of “shared management system” of the participating countries - Hungary and Slovakia, the Programme funds and supports cooperation projects of organizations located in the Programme-eligible area. The Programme areas on the Hungarian side are Győr-Moson-Sopron, Komárom-Esztergom, Pest, Nógrád, Heves, Borsod-Abaúj-Zemplén and Szabolcs-Szatmár-Bereg counties as well as Budapest capital. The eligible areas in the Slovak Republic are Bratislavský, Trnavský, Nitriansky, Banskobystrický, Košický counties.

The Programme helps the development of a stable and cooperating region and the overall quality of life in the border region. It enables economic collaboration of organizations from the two countries, nurtures the common identity, and cultural and historical heritage of the border region, and contributes to its environmental sustainability and safety.

For more information, please visit: <http://www.skhu.eu>.

1. Organizer

Organizer of the Photo Contest is the Joint Secretariat of the Interreg V-A Slovakia-Hungary Cooperation Programme (hereinafter referred to as “JS”), hosted by Széchenyi Programme Office Nonprofit LLC (hereinafter referred to as “SZPO”), headquartered at H-1053 Budapest, Szép utca 2. IV Floor, with the company registration number: 01-09-916308 and the Tax No: 18080313-2-41. The SZPO as host institution of the JS is the data controller in relation to the present Photo Contest.

2. Occasion and the goal

Occasion for the Photo Contest is the [European Cooperation Day](#) an annual observance on 21 September and surrounding days celebrating achievements of territorial cooperation in different regions in Europe, including neighbouring countries of the EU, as well as the [European Year of Cultural Heritage](#). The two initiatives in 2018 facilitated the JS to organize a photo contest within the framework of Interreg V-A Slovakia-Hungary Cooperation Programme with the goal to encourage the citizens of the two partnering countries – Hungary and Slovakia to take an active part in the celebration of the European Cooperation Day and show the cultural heritage of the border area.

3. Theme

‘Natural and cultural heritage in the Slovak-Hungarian border area’

One of the prominent features of the Slovak-Hungarian border region is the common natural, historic and cultural heritage of the two neighbouring countries – which served as inspiration for the Photo Contest theme.

Please note that the Slovak-Hungarian border region, which is also the Programme Area of the Interreg SKHU Programme, includes Győr-Moson-Sopron, Komárom-Esztergom, Pest, Nógrád, Heves, Borsod-Abaúj-Zemplén and Szabolcs-Szatmár-Bereg counties in Hungary and Bratislavský, Trnavský, Nitriansky, Banskobystrický, Košický counties in the Slovak republic.

4. Elements of the Photo Contest and timeline

- Submission of entries via email: 5 July 2018, 00:00 – 20 August 2018, 23:59 Central European Time (CET);
- Received photos that fit the criteria will be posted on the Facebook page on 30 August 2018;
- Public vote on Facebook and the Jury’s vote: 30 August 2018, 12:00 (noon) – 10 September 2018, 12:00 (noon) CET;
- Announcing the winners: 11 September 2018;

- Awarding of the winners and the photo exhibition: one week in Hungary in the second half of September 2018, and one week in Slovakia in October. Awarding will take place on the first, opening event in September.

5. Photos – eligibility

Photos – content specification

Participants may submit photos depicting the sights from the Slovak-Hungarian border region, including the following: landscapes, nature (including animals), and sights of towns or countryside, including well-known landmarks connected to the theme of *cultural heritage*.

In case photos include people, it is the participants' responsibility to ensure that the necessary and required consent has been obtained from any individuals who are identifiable in such photos, except where law allows using photo(s) of individual(s). In case children are included in the photo, participants must have the consent from the children's parents or legal guardians to take and use that photo. The template of the consent is available in Hungarian and Slovak language. Different template can be used only if it includes all the necessary data described in the pre-defined template.

If a written consent is required and it is not submitted as an annex of the photo, the application (photo) will be considered invalid and documents submitted related to the application (including the photo) will be deleted (see section 7.).

The goal of the Photo Contest is to present the Slovak-Hungarian border region in a positive light and celebrate its best features. The photos may not contain, as determined by the Organizer, in its sole discretion, any content that:

- violates or infringes upon another person's rights, including but not limited to copyright and photographs of persons without their consent;
- contains sexually explicit, nude, obscene, violent or other inappropriate content;
- includes public figures;
- contains offensive or defamatory messages;
- involves wilful harassment of wildlife, or damage to the environment by the photographer;
- involves putting any individual or animal in danger;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- endorses any form of hate or hate group;
- contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission;

- contains any personal identification, such as: license plate numbers, personal names, e-mail addresses, etc.

Photos – Technical Requirements

Each contestant may submit only one photo. Photos must be submitted in the electronic format JPEG, in high resolution – at least 150 dpi, as selected photos will be printed and exhibited. The maximum permitted size of the photo is 15 MB.

The only permitted photo corrections are sharpness and colour. Other types of interventions will not be accepted.

Organizer reserves the right to accept or decline a photo based on its fit in regards to the theme of the Photo Contest, technical or aesthetic criteria, without any explanations to the participants.

6. Contestants – eligibility

Photo enthusiasts and photo professionals, of the age 18 and above, are eligible participants, as the sole owners of submitted photos and who accept the present Terms and Conditions. Members of the Jury of the Photo Contest and employees of the Programme's bodies and members of their immediate family have no right to participate as contestants. Contestant can submit exclusively a photo that is taken by himself/herself.

7. Special conditions

Organizer reserves the right to exclude a participant from the Photo Contest without explanation in case:

- the participant does not respect and fulfil the terms and conditions of the Photo Contest;
- the participant provided incorrect personal data which are required (point 8);
- It is determined that the participant is not the author of the submitted photo and that a third party holds the photo copyright.
- the photo shows identifiable person/people in a way that does not fall under the exception specified in the Civil Code (2:48. §) and consent(s) is/are not attached to the relevant photo.

8. How to enter the Photo Contest

Each contestant may submit only one photo to media@skhu.eu, at any time during the period between 5 July 2018, 12:00 (noon) and 20 August 2018, 23:59 Central European Time (CET), and each submission must include the following information:

- Subject of the email: "Photo Contest 2018";
- First and last name of the author of the photo;
- E-mail address of the author of the photo;
- Phone number of the author of the photo;
- Title of the photo;
- Brief description of the photo (1-2 sentences), including the place where the photo was taken.

Contestants whose photos are selected as the best will be required to provide a copy of their ID.

The organizer will not share the contestant's contact information with any third party and will use it only for the purpose of awarding the winners.

Eligible entries will be uploaded to the Programme's Facebook, in one batch, at the end of the submission period, in a photo album dedicated to the Photo Contest.

9. Jury

Jury of the Photo Contest consists of two representatives of the Programme's management structures and two expert-members – photographer Mr Csaba Vörös representing Hungary and photographer Mr Tibor Somogyi representing the Slovak Republic.

10. Selection of winners

Once received, the photos that match the criteria related to their content, and technical specifications will be uploaded in one batch onto the [Facebook page](#) of the Programme on 30 August 2018.

The Jury will make the decision on the First-Place photo and the Second-Place photo.

The public vote on the Facebook page of the Programme by using the 'like' or 'love' function will decide on the Third-Place photo, during the voting period - 30 August 2018, 12:00 (noon) – 10 September 2018, 12:00 (noon) CET.

Upon closing of the voting period, the Organizer will count the public votes on Facebook arrived until the given deadline. Votes arriving after the deadline will be not be taken into consideration.

The Jury will select additional nine photos, which will be included in the photo exhibition and the print calendar, along with the top three photos.

The selection of the final winners will be based on the following criteria: aesthetic quality, relevance to the Photo Contest's theme and goal (to present the Hungary-Slovakia border region in a positive light and celebrate its best features).

The Organizer reserves the right to publish the winners' names and the image of the winning photos on its communication platforms, as well as in the media, for the purpose of promotion of the Photo Contest, the European Cooperation Day and the Programme, itself. By entering the present Photo Contest, the contestant consents to publish his/her name and the image for the before mentioned purpose.

11. Awards and recognition

The Organizer awards the authors of the best three photos with the following: trophies as recognition of their achievement, a package of the Programme's branded items, the European Cooperation Day-branded gifts, and having their photos featured within an exhibition in Hungary in Slovakia, and in the print 2019 Calendar.

Authors of the nine photos, other than the three winning photos, will each receive a certificate for their participation in the Photo Contest and a gift bag with symbolic Programme's branded items and the European Cooperation Day-branded symbolic gift, as well as and having their photos featured within an exhibition in Hungary and in Slovakia, and in the print 2019 Calendar.

The Organizer will award the authors of the 12 photos at the exhibition opening in the second half of September 2018 (the exact date will be confirmed and selected contestants notified about it on 12 September 2018). The authors of the winning photos who would not be able to attend the exhibition opening would be able to collect their award at the office of [the JS in Budapest](#) no later than 30 September 2018, and with a prior appointment arrangement with the JS.

The Organizer reserves the right to use the selected best 12 photos and use them in various electronic and print publications within the framework of the Interreg V-A Slovakia – Hungary Cooperation Programme, including but not limiting to: the Programme's website and social media pages, press releases referring to the Photo Contest, PowerPoint presentations, possibly other publications, and alike. In such cases the Organizer will credit the photos to their authors.

12. Intellectual property, copyright

By submitting a photo the participant automatically declares that it is an original work and he/she is the sole owner of the copyright. By entering the Photo Contest, participants retain full copyright of their images but also grant the Organizer the full, free-of-charge (royalty-free) irrevocable, perpetual, worldwide non-exclusive license and rights to use, edit (include graphical elements, add watermark with the author's information, etc.), reproduce, distribute, display, publish internally and externally via all of its communication channels, in whole or in part, in connection with the Photo Contest, in any media now or hereafter known; including but not limited to:

- creating copies of the photo through a specified technique, including printing, reprography, magnetic storage and digitally;
- recording and reproducing through all techniques;
- circulating domestically and abroad;

- circulating, granting the use of or renting the original or copies of the photo;
- storing in computer memory;
- publishing the photo with the image of the model in printed media;
- publishing the photo on the websites of internet services, in particular on the website and Facebook page of the Programme;
- publishing the photograph in electronic, spoken and digital editions of the Programme;
- in the Organiser's activities, on internet services, in particular in advertising in the press, radio, television, the internet, on billboards, outdoor and on any and all internet websites and domains, in mobile services, on promotional and advertising gadgets and other forms of promotion of the Programme;
- public performance, exhibition, projection, reproduction and broadcasting and re-broadcasting, as well as public sharing of the photograph in a way that allows everybody to access it in the place and time chosen by them.

The Organizer will not be required to pay any additional consideration or seek any additional approval in connection with authorized uses. Contestants consent to the Organiser doing or omitting to do any act that would otherwise infringe the contestant's "moral rights" in their photos. Display or publication of any photo on the Organiser's website does not indicate the contestant will be selected as a winner.

Use of the photo can also take place in any and all forms and any and all graphic settings and in combination with other works, images and elements, as well as in the form of a collection of images or a collection of covers.

By entering the Photo Contest, participants agree to be bound by Facebook legal terms <https://www.facebook.com/legal/terms>.

Contestants should also retain the original digital file of their entry as they may be asked to prove the ownership of their work, as well as providing the Programme with the highest possible resolution.

13. Data protection, data management

See Annex No 1.

14. Limitation of Liability

By entering this Photo Contest, all contestant agree to release, discharge, and hold harmless the Organizer and SZPO and all of their employees and representatives from any and all claims, losses, and damages arising out of their participation in this Photo Contest or any Photo Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

The Organizer assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to the photos; or alteration of the photos.

The Organizer is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to contestants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Photo Contest.

Attention is expressly drawn to the fact that the Internet is not a secure network. Therefore, the Organizer may not be held liable for contamination by any virus or third-party intrusion into the computer system of the Photo Contest.

15. Acknowledgement and acceptance of the Photo Contest Rules

By entering the Photo Contest,

- a.) contestant agrees to be bound by the present Terms and Conditions, including assurances on copyright and rules on data protection and data management. Please be fair and respect your fellow-contestants.
- b.) contestant represents and warrants that the photo is his/her own creative work, that he/she owns all rights in his/her photo, that his/her photo does not violate any applicable laws, and that his/her photo does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person. Contestant assumes all responsibilities and consequences if submission is found to be otherwise. Organizer (including SZPO) will not be held responsible if legal action results from public exhibition.
- c.) contestant represents and warrants that all the information he/she provides about himself/herself while registering or in subsequent communications with Organizer are truthful and accurate.
- d.) contestant waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.
- e.) contestant acknowledges that winning constitutes permission (except where prohibited by law) to use his/her name, prizes won, photograph (all at Organizer's discretion) for future advertising, exhibition, publicity in any and all media including, without limitation, cable and broadcast television and the Internet, now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission.
- f.) contestant accepts and agrees that in case of any legal disputes the English version of the present Terms and Conditions shall prevail.

16. Disclaimer

Organizer has the right, in its sole discretion, to modify the Terms and Conditions or to cancel, modify, terminate, or suspend the present Photo Contest.

Organizer reserves the right to modify this Photo Contest as necessary.

In case insufficient number of photos is received by the set deadline, the Organizer reserves the right to extend the photo submission deadline, and postpone or cancel the photo exhibition and the calendar production. In such circumstances, any changes would be announced.

The Organizer reserves the right to increase the number of photos featured in the exhibition, should the circumstances for the exhibition require so, and apply the same rules of usage and awarding the contestants as stipulated in the section *11. Awards and Recognition* of the present document.

The Photo Contest partially operates on the Facebook page of the Programme, however, it is in no way sponsored, endorsed or administered by, or associated with Facebook.

This Photo Contest has been implemented with the financial assistance of the European Union. The content of this document and the Photo Contest are the sole responsibility of the Joint Secretariat of the Interreg V-A Slovakia-Hungary Cooperation Programme, hosted by the Széchenyi Program Office Non-profit LLC. and can under no circumstances be regarded as reflecting the position of the European Union.

17. Other provisions

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of contestants and Organizer in connection with this Photo Contest, shall be governed by, and construed in accordance with, the substantive laws of Hungary.

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

18. Additional information

For any questions on the Photo Contest, please email Arianna Biriki: abiriki@skhu.eu.

Annex 1 - Data protection and data processing policy

The purpose of the present data protection and data processing policy (hereinafter referred to as 'Policy') is to define data protection and data processing principles related to photo contest (with the theme "Natural and cultural heritage in the Slovak-Hungarian border area" organized within the framework of **Interreg V-A Slovakia-Hungary Cooperation Programme** (hereinafter referred to as 'Programme') by Széchenyi Programme Office Consulting and Service Nonprofit Limited Liability Company (hereinafter referred to as 'Company') and therefore, the data subject will be provided with adequate information of data processed by the Company or the data processor, source of the data, purpose of the processing, legal basis for the processing, period of processing, name and address of data processor involved by data controller, activity of data processor related to data processing, furthermore, where personal data is transferred the legal basis for and recipient of transfer of personal data.

Acts and their abbreviations used and considered in relation to the Policy

the Act	Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter referred to as 'Act')
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as 'GDPR')
Government Decree	Government Decree No 68/2011. (IV. 28.) on Széchenyi Programme Offices

Definitions

Definitions in the present Policy meet definitions of Article 4 of GDPR:

personal data	any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person
processing	any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
controller	the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law

processor a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller

third party a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data

consent of the data subject any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her

Where definitions of GDPR in force are different from the definitions of the present policy, definitions of GDPR in force shall prevail.

I. Data controller and contact details

Data controller regarding data provided to participate in the photo contest:

name: Széchenyi Programme Office Consulting and Service Nonprofit Limited
Liability Company
registered office: 1053 Budapest, Szép utca 2. 4. em.
company reg. no: 01 09 916308
represented by: Szakács Áron (managing director)
e-mail: info@szechenyiprogramiroda.hu

II. Data processor and contact details

Data protection officer designated by the Company:

name: dr. Nyerges Judit
postal address: 1053 Budapest, Szép utca 2. 4. em.
e-mail: adatvedelmitisztviselo@szechenyiprogramiroda.hu

III. Personal data, purpose of processing, legal basis for processing, period of processing

Personal data	Purpose of processing	Legal basis for processing
name	running the photo contest and contact	consent of the data subject {Paragraph a) of Subsection (1) of Section 5 of the Act}
e-mail	running the photo contest and contact	consent of the data subject {Paragraph a) of Subsection (1) of Section 5 of the Act}
phone number	running the photo contest and contact	consent of the data subject {Paragraph a) of Subsection (1) of Section 5 of the Act}
photo (where people are identifiable)	enforcing the terms and conditions of the photo contest	consent of the data subject {Paragraph a) of Subsection (1) of Section 5 of the Act}
copy of ID of the winners	enforcing the terms and conditions of the photo contest	Legitimate interest of the Company

Means of processing: paper-based, electronic

Period of processing: for 3 years after 31st December following submitting accounts of eligible costs related to the implementation of the Programme but latest until 31 December 2026.

IV. Principles

The Company processes personal data in accordance with principles of good faith and fair dealing and transparency and subject to law in force and provisions of the present Policy.

The Company processes personal data only on the basis of the present Policy and for a specific purpose(s) and does not go beyond them.

If the Company intends to use personal data for purpose(s) other than the original purpose(s), the Company informs the data subject of such a purpose and use and obtain the previous and express consent of the data subject (where there is no other legal basis determined by GDPR) and the Company allows the data subject opportunity to defy the use of personal data.

The Company does not control personal data provided, person who provided the personal data, shall be liable for adequacy.

The Company does not transfer personal data, except that the Company is entitled and obliged to transfer or forward personal data available to and properly stored by the Company to competent authority where transfer and forward of personal data is determined by law or legally binding order of authority. Company shall not be liable for such a transfer or its consequences.

The Company ensures the security of personal data, takes all technical and organizational measures and establishes rules of procedure that guarantee protection of recorded, stored and processed personal data, and prevent accidental losses, destruction, unauthorised access, unauthorised use, unauthorised alteration and unauthorised dissemination.

V. Rights of the data subject

The data subject may exercise right in the following ways:

- e-mail
- by post
- in person

The Company draws attention to the fact that in case of data processing based on consent, data subject is entitled to withdraw the consent at any time, however this withdrawal shall not concern the lawfulness of data processing based on consent before withdrawal.

➤ *Right of information and access to personal data*

The data subject may at any time request the Company to provide information on data processed by the Company or the data processor involved by or according to the order of the Company, purpose of the processing, legal basis for the processing, period of processing, name and address of data processor, activity of data processor related to data processing, the circumstances, effect of a personal data breach, measures taken for averting personal data breach, furthermore, where personal data is transferred the legal basis for and recipient of transfer of personal data.

In relation to the above, the data subject may request a copy of his/her processed data. In case of an electronic request the Company executes the request first electronically (PDF format), except where the data subject requests expressly otherwise.

The Company already draws attention to the fact that if the above right of access affects adversely the rights or freedoms of others, including in particular trade secrets or intellectual property, the Company may refuse the execution of the request, to the extent it is necessary and proportionate.

➤ *Right to rectification and modification*

The data subject may request the rectification, modification and completion of personal data processed by the Company.

➤ *Right to data portability*

The data subject has the right to receive the personal data concerning him or her, which he or she has provided to the Company, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Company.

Furthermore, the data subject has the right to have the personal data transmitted directly from one controller to another, where technically feasible.

➤ *Right to erasure ('right to be forgotten')*

The data subject may request the erasure of one or all personal data concerning him or her.

In this case, the Company erases the personal data without undue delay and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- the data subject withdraws consent on which the processing is based and where there is no other legal ground for the processing;
- data processing is based on legitimate interest of the Company or third person but the data subject objects to the processing and (except objection to processing related to direct marketing) there are no overriding legitimate grounds for the processing;
- the personal data have been unlawfully processed;
- the personal data have to be erased for compliance with a legal obligation.

The Company informs the data subject of the refusal to the request of erasure in any event (e.g. data processing is required for the establishment, exercise or defence of legal claims), indicating the reason of the refusal. Erasure of personal data is executed that after fulfilment of request of erasure personal data (erased) cannot be restored.

In addition to the exercise of right to erasure, the Company erases personal data if the data processing is unlawful, the purpose of data processing is no longer exists, data storage period determined by law is already expired, it is ordered by court or authority.

➤ *Right to restriction of processing*

The data subject shall have the right to obtain from the controller restriction of processing where one of the following applies:

- the accuracy of the personal data is contested by the data subject, for a period enabling the Company to verify the accuracy of the personal data;
- the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
- the Company no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
- the data subject has objected to processing pending the verification whether the legitimate grounds of the Company override those of the data subject

Where processing has been restricted, such personal data won't be processed or will, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State.

A data subject will be informed by the Company before the restriction of processing is lifted.

➤ *Right to object*

Where the legal basis for processing is legitimate interest of the Company or third person (except compulsory data processing) or data is processed for direct marketing, scientific or historical research purposes or statistical purposes, the data subject, has the right to object to

processing of personal data concerning him or her. Objection may be rejected if the Company demonstrates

- compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or
- that data processing is related to the establishment, exercise or defence of legal claims of the Company.

The Company examines the lawfulness of the objection of the data subject and where the objection is grounded, the Company stops data processing.

➤ *Right to legal remedy*

See Section VII.

VI. Modification of the Policy

The Company reserves the right to modify the present Policy through an unilateral decision at any time.

If the data subject does not agree with the modification, he/she may request the erasure of his/her personal data as determined above.

VII. Legal remedies and enforcement

The Company as data controller may be contacted for the purpose of any question or comments related to data processing using contact details above.

In case of any violation related to data processing, the data subject may make a complaint to the competent data protection supervisory authority of the Member State of residence, workplace or the place of the alleged violation.

In Hungary, complaint shall be made to Hungarian National Authority for Data Protection and Freedom of Information („NAIH”, address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c.; phone: +36-1-391-1400; e-mail: ugyfelszolgalat@naih.hu; website: www.naih.hu).

The data subject may bring the following cases before court:

- violation of rights
- against the legally binding decision of the supervisory authority
- if the supervisory authority does not deal with the filed complaint or does not inform the data subject of aspects or result of the procedure related to the filed complaint within 3 months